



COPY



AGREEMENT

Between

WATSON SERVICES, INC.  
47 Grand Street, PO Box 2428  
Newburgh, NY 12550

And  
TEAMSTERS LOCAL 445, IBT, AFL-CIO  
PO Box 2097, 15 Stone Castle Rd.  
Newburgh, NY 12550

OCTOBER 1, 2003 – SEPTEMBER 30, 2006

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## PREAMBLE

AGREEMENT made this 1st day of October, 2003 by and between Watson Services, Inc., 47 Grand Street, PO Box 2428, Newburgh, NY 12550, hereafter referred to as the Employer, and Teamsters Local 445, IBT, AFL-CIO, PO Box 2097, 15 Stone Castle Rd., Newburgh, New York, 12550, hereafter referred to as the Union.

WHEREAS, the parties have bargained collectively with respect to wages, hours and other working conditions of employment, and have reached agreement.

WITNESSETH, now therefore, in consideration of the mutual promises and covenants herein contained, the Employer and the Union do hereby agree as follows:

## ARTICLE 1. RECOGNITION

- A. The Employer recognizes the Union as the sole exclusive representative of its employees in work classifications covered by this Agreement for the purposes of collective bargaining.
- B. This Agreement covers all of its full-time and part-time employees engaged in the performance of the Employer's contract at U.S. Military Academy, West Point, New York, except executives, clericals and administrative employees, guards, supervisors and professionals as defined in the National Labor Relations Act as amended and by the certification issued by the National Labor Relations Board in case number 34-RC-1871.

## ARTICLE 2. COMPLETE SETTLEMENT

This Agreement represents a complete settlement of all issues raised between the parties in collective bargaining negotiations and therefore binding upon the Union and the Employer.

## ARTICLE 3 – UNION SECURITY

**Union Membership:** All present employees who are members of the Union on the date of execution of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees thereafter shall become and remain members in good standing of the Union as a condition of employment on or after the 31<sup>st</sup> day following the date of execution of this Agreement, whichever is later. The requirement of membership in good standing under this section is satisfied by the payment of the financial obligations of the Union's initiation fees, assessments, and periodic dues uniformly required.

The Employer shall notify the Union monthly of the employment of any employee who, under this Agreement, is required to be a member of the Union. Upon notice from the Union that any employee who, thirty-one (31) days from the date of first employment, has failed to tender the periodic dues, assessments and initiation fees uniformly required as a condition of acquiring and retaining membership, the Employer

agrees to suspend or discharge such employee within seven (7) days after receipt of written notice from a properly authorized official of the Union.

#### **ARTICLE 4. CHECKOFF**

Check-off: The Employer agrees to deduct from all regular employees covered by this Agreement initiation fees, assessments and periodic dues of the Union normally required as a condition of membership, and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made. Written authorization by the employee is to be furnished to the Employer in the form required. No deduction shall be made which is prohibited by applicable law.

A check-off list shall accompany the deductions setting forth the name and amount of initiation fees, assessments and dues with a copy of said deductions list shall be forwarded to the Union. The said list shall also contain the names of employees from whom there were no deductions made, and the reason.

Nothing contained in this section shall be construed so as to require the Employer to violate any applicable law.

Indemnity: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suites, or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Union pursuant to the check-off provisions.

#### **ARTICLE 5. PROBATIONARY PERIOD**

During the first sixty (60) calendar days with this Employer, an employee shall be on probation, during which time he may be dismissed without cause. The Employer may extend the period of probation an additional thirty (30) calendar days upon notice to the Employee and the Union at least ten (10) calendar days prior to the employee's completion of his or her first sixty (60) calendar days.

#### **ARTICLE 6 – CLASSIFICATION OF EMPLOYEE**

- A. Regular Full-Time Employees: An employee whose scheduled work week is forty (40) hours, but no less than thirty-two and one half (32 ½) hours.
- B. Regular Part-Time Employees: An employee whose scheduled work week is at least twenty-four (24) hours per week but less than thirty-two and one half (32 ½) hours per week.

- C. No employee is guaranteed any minimum number of hours of work in any work-week.
- D. See Schedule "A" for Classifications and Wages.
- E. See Schedule "B" for Education and Training Fund .

#### **ARTICLE 7. HOURS OF WORK AND OVERTIME**

- A. Regular Work Week: The regular work week for full-time employees **when the work is available** shall consist of forty (40) hours a week.
- B. Meal Period: One (1) thirty (30) minute unpaid meal period with the time of the day that meal period is to be taken and the scheduling of the employees for said meal period will be designated by the Employer. However, except for emergencies that may arise, no employees' meal period will be scheduled earlier than three (3) hours or later than five (5) hours after the start of their regular shift starting time. If an employee is not relieved by the fifth (5<sup>th</sup>) hours, for the purpose of eating lunch, the employee will advise his/her foreman, who will arrange to have him/her relieved immediately.
- C. Rest Period: Employees shall be provided two (2) paid ten (10) minute breaks on each work shift. **Employees must work 7 hours or more on their shift to receive two (2) ten (10) minutes paid breaks. Employees who work less than 7 hours on their shift shall receive one (1) ten (10) minute break.**
- D. Work Shifts: The rotation and non-rotation of work shifts shall be determined by the company.

The schedule of work shifts shall be posted for the employees. In the event a change is required the Employer will give the employees affected and the Union advance notice.

- E. **Shift Bidding:** All regular full-time employees will have the opportunity to bid their shifts by seniority.

During the term of this Agreement, if there are any changes in operations, both the Employer and the Union will meet to modify if need be.

#### **Section 7.1 Overtime:**

Overtime pay for employees who are scheduled or assigned hours of work in excess of hours worked of the regular work week or work day shall be paid as follows:

Time and one-half (1 ½) on straight time hourly rate of pay for the overtime work performed shall be paid for.

- (1) All hours worked in excess of forty (40) hours in a work week.
- (2) Two times (2 x) the regular straight time hourly rate of pay for all hours worked on the seventh (7<sup>th</sup>) day of work in the work week with a minimum guarantee of four (4) hours work or pay.
- (3) Scheduled overtime will be offered in seniority order.

#### **Section 7.2 Guaranteed Hours of Work or Pay Per Day**

An employee who reports for work at his regular starting time and who has not been given notice not to report shall be guaranteed two (2) hour's pay at the employee's appropriate hourly rate of pay for that day. Such guarantee as contained herein shall not apply where the employees were notified prior to quitting time of their previous shift, or where such employees were absent at the time and could not be advised not to report for work on the following shift, or where an emergency occurs because of a breakdown of equipment, power failure, or other conditions beyond the Employer's control. In such event, the Employer shall notify the affected employees by telephone to their home not later than two (2) hours prior to their regular starting time.

#### **ARTICLE 8. LOCATION VISITATION**

A duly authorized union representative shall be permitted to enter the location at all reasonable times for the purpose of investigating grievances and to secure enforcement of provisions of this Agreement, provided that he notifies the Employer prior to his arrival at the location, he notifies the Employer upon his arrival at the location and provided that such visitation does not, in the opinion of the Employer, interfere with the operations of the Employer.

#### **ARTICLE 9. BULLETIN BOARDS**

The Employer will provide a bulletin board in the facility for the exclusive use of the Union.

#### **ARTICLE 10. MANAGEMENT RIGHTS**

The Employer reserves and retains the sole and exclusive right to the management of the business, the direction of the working force including, but not limited to, the right to plan and direct operations, schedule hours of work, hire, suspend, discharge for just cause. The Employer agrees that in the exercise of the aforesaid rights, it will not act in violation of the intent and purpose of, or any of the terms of, this agreement.

## ARTICLE 11. GRIEVANCE AND ARBITRATION

Disputes arising between the Employer and the Union or a member of the Union with respect to the meaning and application of any of the provisions of the Agreement shall be handled in the following manner:

1. Step 1 – Employee must make his/her grievance known to the supervisor within seven (7) calendar days. If no satisfactory disposition is made, the grievance must be reduced to writing, signed by the aggrieved employee and the Union Steward and it may then be advanced.

2. Step 2 – The Shop Steward and the Union President and/or his/her representative shall present the written grievance to the Employer's representative within seven (7) calendar days of the Employer's answer in Step 1, or the expiration of the time period for such answer. The Employer's answer shall be made within seven (7) calendar days.

3. If a grievance is not resolved in Step 2, the Union or the Employer may notify the other party of its intent to arbitrate the dispute within seven (7) calendar days after an answer has been received concerning the dispute or the expiration of the time period for such an answer, whichever is later.

4. It is agreed that if both parties cannot agree on an Arbitrator, then the Arbitrator shall be chosen by the American Arbitration Association.

The choice of the Arbitrator and the hearing before such arbitrator shall occur within ten (10) days, from the meeting in Step 2 above. By mutual agreement, this time may be extended for a period not to exceed ten (10) days.

The decision of the Arbitrator shall be final and binding on both parties, it being understood that the Arbitrator shall not have the power to add to or disregard any of the terms and conditions of this Agreement.

The expense of the arbitration shall be equally shared by both parties. Grievances must be processed within the time limits set forth in this Article, unless extended by mutual agreement or such grievances shall be considered to have been satisfactorily settled against the party defaulting.

5. If both the Employer and the Union agree in writing, the time limits may be extended.

## ARTICLE 12. STEWARDS

1. The Employer recognizes the right of the Union to designate one (1) Shop Steward and one (1) alternate steward for each shift.

2. The authority of Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.

3. Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by the Local Union or its officers. Shop Stewards shall have overall seniority for all purposes.

**4. Upon the Unions request, the Employer shall permit one (1) Shop Steward on each shift at least one (1) hour per day during regular work hours to attend to Union business; in addition, the Shop Steward or a designee of the Union shall be included in the orientation of newly hired Employees.**

#### **ARTICLE 13. SENIORITY – PRINCIPLE OF SENIORITY**

A. Seniority is defined as the length of continuous service on this contract with this Employer or previous Employers from the date of last hiring.

B. In laying off employees, employees with the least seniority within the bargaining unit shall be laid off first.

C. In reinstating employees after layoff, employees shall be recalled in reverse order of their layoff.

D. Seniority shall be deemed broken under the following circumstances:

1. When an employee is laid off for a continuous period equal to his length of service, or in any event, longer than one (1) year, whichever is shorter;
2. When an employee is discharged for cause;
3. When an employee quits his job;
4. Overstaying a leave of absence for one (1) day without cause;
5. Accepting other employment when on a requested leave of absence;
6. In recall after layoff, the Employer shall send notice to the employees by certified mail, telegram or telephone to the last known address appearing on the Employer's records. If, within two (2) days of receiving such notice, an employee fails to report or give satisfactory explanation for not reporting, he shall be considered as voluntarily quitting.

7. Failure to call in to report an absence for two (2) consecutive days.

E. The Employer will provide the Union with a seniority list showing the names of employees, dates of hire, classification and departments. Such list shall be delivered to the Union within thirty (30) days of the execution of this Agreement. If no challenges are made to the list within fifteen (15) days thereafter, the said list shall be considered correct. This list shall be kept current.

F. Employees employed on a regular part-time basis shall not acquire seniority over employees employed on a regular full-time basis.

#### **ARTICLE 14. LEAVE OF ABSENCE**

A. Employees who have completed one (1) year of service may at the sole discretion of the Employer be granted a leave of absence not to exceed ninety (90) days for personal reasons or the restoration of health. Applications for such leaves of absence must be in writing and approved by the employer. Copies of approved applications shall be submitted to the Union. The ninety (90) day period may be extended at the sole discretion of the Employer upon good and proper cause shown.

B. It is expressly understood that if an employee engages in other employment during the period of such leave, such employee shall be subject to discharge.

C. Leaves of absence for military services and pregnancy shall be granted in accordance with applicable law.

D. Employer will comply with the Family Medical Leave Act.

#### **ARTICLE 15. NO STRIKE. NO LOCKOUT**

##### **Section 15.1 – No Strike. No Lockout**

The Employer agrees that so long as this Agreement is in effect, there shall be no lockouts. The Union agrees that so long as this Agreement is in effect, there shall be no strike, slowdowns of production, or other interruptions of work by any employee during the term of this Agreement.

##### **Section 15.2 – Liability**

In the event any employee or group of employees engage in any action prohibited by this Section, the Company agrees that there shall be no liability on the part of the Union provided the Union immediately upon being notified by the Employer, directs such employees orally or in writing to immediately resume normal operations.

The Employer shall have the right to discharge or discipline any one or more employees who cause, engage, encourage or assist in any strike, slowdown of production or interruption of work.

#### ARTICLE 16. SAFETY AND HEALTH

- A. The Employer agrees it will maintain the location consistent with applicable state, municipal and federal health and safety regulations.
- B. The Employer and the Union will establish a Safety Committee consisting of two (2) Union employees appointed by the Union and two (2) Management employees appointed by the Employer. Both sides will meet one (1) time each month. The Employer will provide the Union with a copy of the minutes from all meetings.
- C. The Employer will see to it that all equipment is in safe operating condition so no employee's health may be endangered at any time during working hours.

#### ARTICLE 17. NON DISCRIMINATION

No employee shall be discriminated against directly or indirectly because of his membership in or activity on behalf of the Union, nor will the Employer directly or indirectly discourage membership in the Union. The provisions of this Agreement shall apply to all employees without discrimination as to sex, age, color, race or national origin or creed.

#### ARTICLE 18. NOTIFICATION

All correspondence to the Union regarding the interpretation of and with reference to this Agreement shall be addressed to the Secretary-Treasurer of the Union located at PO Box 2097, 15 Stone Castle Rd., Newburgh, NY 12550.

#### ARTICLE 19. SEPARABILITY

It is understood and agreed that if any provision of the Agreement or the application of such Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other person or circumstances shall not be affected thereby.

#### ARTICLE 20. UNIFORMS

The Employer shall determine the type of uniforms required and supply three (3) sets of uniforms. **Each employment year, at no cost to the Employee. The Employer shall provide shoes and footwear for all Employees at no cost to the Employee. Upon termination of Employment for any reason, Employees must turn in all uniforms.**

ARTICLE 21. VACATIONS

- A. Employees anniversary date shall be used for determining years of service and eligibility for vacation and accrual shall be from anniversary to anniversary. Employees shall be allowed to take vacations at any time during the calendar year after each anniversary date, and so long as it does not interfere with the efficient operation of the Employer's business.

Vacation Entitlement:

1 year or more	2 Weeks
5 years or more	3 Weeks
10 years or more	4 Weeks
20 years or more	5 Weeks

**Employees who average thirty five (35) or more hours per week shall receive eight (8) hours times the number of days the Employee is entitled to vacation. Employees who average between thirty to thirty-five (30-35) hours per week shall receive seven (7) hours times the number of days the Employee is entitled to vacation. Employees who average less than thirty (30) hours per week, vacation entitlement shall be calculated by dividing the total hours worked by the number of weeks of work those hours represent.**

- B. Vacations are non-cumulative from year to year. Employee will receive pay for earned vacations not taken.

ARTICLE 22. MEDICAL INSURANCE

**In the absence of an established Health and Welfare Plan, the Employer agrees to pay directly to the Employees the Health and Welfare contribution as follows:**

Effective 10/01/2003	10/01/2004	10/01/2005
\$2.50 per hour	\$2.75 per hour	\$3.00 per hour

to be included on payroll checks until such time the Union and the Employer establish a Health and Welfare Plan for the benefit of the Employees and make changes to this provision. The above mentioned Employer contributions shall be made on all hours paid, including vacations, holidays, and personal days not to exceed 40 hours per week.

### ARTICLE 23 – PENSION FUND

Effective **October 1, 2003**, the Employer shall continue to contribute into the Local 445 Pension Fund for each employee covered by this Agreement the sum of **forty cents (\$0.40)** per hour worked, not to exceed a maximum of eight hours per day or forty (40) hours per week. Said contributions to be used to provide pension benefits for all employees of the Employer.

It is understood and agreed that all paid holidays, sick days, personal days and vacations each year as are contained in the Agreement shall be considered time worked, and such contributions shall be made to the Fund on behalf of all such employees.

10/01/2003 \$0.40 per hour	10/01/2004 \$0.55 per hour	10/01/2005 \$0.70 per hour
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The contributions provided for above shall be transmitted by the 15<sup>th</sup> of the month following the calendar month for which contributions are payable.

The Union certifies that the Local 445 Welfare Fund has received rulings from the Internal Revenue Service that the Fund is exempt from the provisions of 501 of the Internal Revenue Code, and further certifies that the Fund complies with the provisions of section 302 of the Labor Management Relations Act of 1947 as amended.

The Union certifies that the Local 445 Pension Fund has received a ruling from the Internal Revenue Service that the Fund's Pension Plan is a qualified plan under the provisions of section 401 of the Internal Revenue Code, and that the Fund complies with the provisions of Section 302 of the Labor Management Relations Act of 1947, as amended.

The Employer agrees to be bound by the terms and provisions of the Agreement and Declaration of Trust of Local 445 Pension and Welfare fund, and become a party thereto.

### ARTICLE 24 – BEREAVEMENT PAY

A. When a death occurs in the immediate family of an employee who has completed one (1) year or more of active service to the Employer, the employee shall receive three (3) successive days off with pay at regular straight-time rates starting with the day after in which death occurs. An employee is defined as Regular full-time and Regular part-time.

B. The term family shall be considered as parent, husband or wife, child, mother, father, brother or sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-brother and step-sister. The Employer shall have the right to demand proof of death and/or relationship before payment for bereavement time.

ARTICLE 25 – HOLIDAYSSection 25.1 - Holidays

- A. The following eleven (11) holidays shall be in effect:

New Years Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Good Friday Day
	Columbus Day

- B. All Paid Holidays shall be celebrated on the day in which they fall.
- C. An employee shall be paid for the Holiday as defined in **(D)** below at his/her regular straight time hourly rate for unworked holidays, provided if an employee works on a holiday, he/she shall receive one and one half (1 ½) times the regular straight time hourly rate of pay for up to eight (8) hours worked in addition to eight (8) hours of Holiday pay he/she are entitled to. All hours worked in excess of eight (8) hours shall be paid at one and one-half times (1 ½x) the regular straight time hourly rate of pay.
- D.** **Employees who average 35 or more hours a week shall receive eight (8) hours pay for each holiday.**  
**Employees who average between 30 and 35 hours a week shall receive seven (7) hours pay for each holiday.**  
**Employees who average less than 30 hours a week shall receive pro-rata pay for holidays.**
- E. All employees must work their last scheduled day of work before the holiday and their first scheduled day of work after the holiday to receive holiday pay.

Section 25.2 – Personal Days

- A. Each Employee is entitled to six (6) personal days to be earned one (1) personal day every two (2) months to begin on October 1, 2003.
- B. **Employees who average 35 or more hours a week shall receive eight (8) hours pay for each personal day.**  
**Employees who average between 30 and 35 hours a week shall receive seven (7) hours pay for each personal day.**

Employees who average less than 30 hours a week shall receive pro-rata pay for personal days.

#### **ARTICLE 26 – DISCHARGE AND DISCIPLINE**

The Employer shall not discharge any employee without just cause. The Employer shall have the right to formally discharge an employee in accordance with the rules, policies and Academy regulations. Said rules, policies and regulations have been formulated to serve as guideposts for the employees. It is to be understood that in describing certain offenses and penalties therefore, the Employer has not limited the violations for which it may discipline any employee for the offenses covered in said rules, policies and regulations. The Employer may exert discipline in other types of cases should the situation warrant.

Employer will provide the Union with a copy of the Company's Rules and Regulations Policy including any and all modification made during the term of this Agreement.

**The Employer shall notify the Union and provide a copy(s) of any written discipline, suspensions or terminations, within forty-eight (48) hours of the infraction.**

#### **ARTICLE 27 - MISCELLANEOUS**

1. All accidents must be reported immediately to a supervisor or the Employer's office.

2. The Employer will establish a Labor Management Committee which shall consist of four (4) employees, two (2) Union employees who will be appointed by the Union, (one (1) employee from 1<sup>st</sup> shift and one (1) employee from 2<sup>nd</sup> shift) and two (2) Company employees who will be selected by the Employer.

This Committee will meet on a monthly basis. Documentation of the minutes from meetings will be provided to the Employer and the Union.

The purpose of this Committee is to discuss any problems within the work place (non-contractual) and find solutions to fix those problems in addition to developing a good communication system between labor and management.

3. The Company will provide a time clock for all employees to punch in and out on a daily basis.

4. All employees to be paid weekly.

5. The Employer agrees to job bidding by seniority. Lead Food Service Workers will be selected by seniority if they are qualified as determined by the Employer to perform the job.

#### ARTICLE 28 – TRANSFER OF COMPANY TITLE OR INTEREST

A. This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees. In the event that the entire operation or any part thereof is leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, such operation shall continue to employ all current employees and, be subject to the terms and conditions of this Agreement for the life thereof.

B. It is understood and agreed by this Section that the parties hereto shall not use any device to evade this Agreement. The Employer shall give written notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operations covered by this Agreement or any part thereof.

Such notice shall be given, with a copy to the Union, prior to the time the seller, transferor, or leasor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

#### ARTICLE 29 – DURATION

A. This agreement between the parties shall be in full force and effect from **October 1, 2003 thru September 30, 2006** and from year to year thereafter unless either party shall send notices to the other by certified mail of its intention to terminate or amend the Agreement no less than sixty (60) days prior to each anniversary date of each year thereafter that this Agreement remains in effect.

B. The procedure to be followed in the event such notice of termination shall be given is the procedure set forth in the Labor Management Relations Act of 1947.

C. If following receipt of such notice, negotiations have not been concluded within the sixty (60) day period, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days' notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of the expiration date. If the parties fail to reach an agreement either after the sixty (60) days' notice terminates, or the extended period terminates, this Agreement shall terminate.

D. All wages and fringe benefits resulting from this Agreement, or any modification thereto, are subject to the wage determination provisions of the Federal Service Contract Act, as amended, the approval of the U.S. Department of Labor, and the agreement by the Department of the Army to reimburse the Employer for the payment of such wages and fringe benefits. In the event that the Department of Labor fails to issue any wage and Fringe Benefit Determination that contains the wages and fringe benefits

set forth in this Agreement, and any modifications thereto, or the Department of the Army fails to agree to reimburse the Employer for the payment of such wages and fringe benefits then such wages and fringe benefits shall be rendered null and void. In such event, the Employer shall only be obligated to pay the wages and fringe benefits specified in the appropriate wage and fringe benefit determination issued by the Department of Labor and reimbursable by the Department of Army.

E. The Employer agrees to move deliberately for mutually satisfactory settlement prior to **October 1<sup>st</sup>** of any year but cannot accept penalty for failure of the Department of Labor to act on joint requests for wage and Fringe Benefit Determination, or from any other delays not in control of the Employer such as Army postponements, acts of God, etc.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

  
WATSON SERVICES INC  
BY: Jim O'Farrell  
TITLE: President  
DATE: 12/10/03

TEAMSTERS LOCAL 445  
BY: Paul Scott  
TITLE: Sec - Treasurer  
DATE: 12 - 2 - 2003

NOTE: This Agreement is subject to ratification by the majority of the Bargaining Unit Members.

**SCHEDULE "A" – CLASSIFICATIONS AND WAGES**

**Food Service Workers:**

- (a) All newly hired Employees shall be paid the wage rate of \$10.00 per hour. After one (1) year of completed service the Employee shall be paid the prevailing rate of his/her classification.
- (b) All employees with one (1) year or more of service shall be paid the following wage rates:

10/01/2003	10/01/2004	10/01/2005
\$10.50 per hour	\$11.00 per hour	\$11.50 per hour

**Lead Food Service Workers, Shop Stewards and Alternate Shop Stewards:**

- (a) All employees with one (1) year or more of service shall be paid the following wage rate:

10/01/2003	10/01/2004	10/01/2005
\$12.00 per hour	\$12.75 per hour	\$13.50 per hour

- (b) All Employees who fall under this classification must be regular full-time Employees.

**Longevity Pay**

All Employees with ten (10) years or more of service shall receive, in addition to their hourly rate of pay, an additional \$0.25 per hour.

**SCHEDULE "B" – EDUCATION AND TRAINING FUND**

- A. The Employer agrees to comply with the Trust Agreement and the Rules and Regulations of the Teamsters Local 445 Education and Training Fund – known as the “Teamsters Local 445 Education and Training Fund”, and the same may be amended from time to time except that no amendment may effect the Employer’s obligation to contribute to the Fund beyond the obligation contained in this Agreement. The aforesaid Trust Agreement, Rules and Regulations shall become and remain a part of this Agreement.

- B. The Employer shall pay to the Fund at the Fund Office as per Schedule "B". Contributions will be paid as per Schedule "B" on all hours worked up to (40) forty hours per week.

10/01/2003	10/01/2004	10/01/2005
\$0.05 per hour	\$0.10 per hour	\$0.10 per hour

- C. The Employer shall contribute to the Fund on the same basis, for all hours paid as Holiday, for all hours paid and worked, to a maximum of (40) forty hours per week.
- D. Payments to the Fund shall not be required on the basis of funeral leave as set forth in this Agreement. The aforesaid Fund and/or the Union shall have the power to require any employer, and the Employer, when required, shall furnish any reports and information as they may require in the performance of their duties in the collection of contributions to the Fund.
- E. Payments will be made monthly to the Fund by check, payable to Teamsters Local 445 Education and Training Fund. The Employer shall remit and pay over such contributions by the 15<sup>th</sup> day of the following month for the preceding month.
- F. It is further agreed that failure on the part of the Employer to pay to the Trustees of Teamsters Local 445 Education and Training Fund the contributions due each month shall be deemed a violation of this agreement.
- G. In the event of failure by the Employer to make contributions required as provided for in this Article, the Employer shall be responsible for the payment of all legal fees, and monies owed the Fund, with a ten percent (10%) late penalty charge for such delinquency on the amount of unpaid contributions due.